

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DHC USA INCORPORATED, a California
corporation, and DHC CORPORATION, a
Japanese corporation,

Plaintiffs,

v.

LA SERENE GLOBAL, a California
corporation, doing business as Linda Vista
Beauty Nest, TRACY TSE, an individual,
and JOHN DOES 1–10,

Defendants.

No. C 15-03391 WHA

**CONSENT JUDGMENT
AGAINST LA SERENE GLOBAL
DBA LINDA VISTA BEAUTY
NEST AND TRACY TSE ONLY**

The parties, excluding any Doe defendants, have filed a “Stipulation for Entry of Consent Judgment and [Proposed] Consent Judgment” (Dkt. No. 21). Good cause shown, the consent judgment is **APPROVED** as follows:

1. Defendants La Serene Global doing business as Linda Vista Beauty Nest and Tracy Tse (“Defendants”) and plaintiffs DHC USA Incorporated and DHC Corporation (“Plaintiffs”) (collectively, the “Parties”) have reached an amicable settlement of this action. Neither the Parties’ settlement, nor the Stipulation for the Entry of Consent Judgment shall be considered an admission of fault or liability by any party to that settlement;
2. Plaintiffs are the owners of the DEEP CLEANSING OIL word mark (U.S. Trademark Registration No. 4,430,760) (attached hereto as Exhibit A);


3. The DEEP CLEANSING OIL word mark and all accompanying goodwill were assigned by DHC Corporation to DHC USA Incorporated on December 23, 2013 and the assignment was recorded on January 29, 2014 (attached hereto as Exhibit B);
4. Plaintiffs are the owners of the DEEP CLEANSING OIL design mark (U.S. Trademark Registration No. 4,248,559) (attached hereto as Exhibit C).
5. Defendants have marketed and sold in the United States the Japanese and Taiwanese version of Plaintiffs' DEEP CLEANSING OIL facial cleanser ("Accused Products"), which materially differ from the DEEP CLEANSING OIL facial cleanser sold in the United States, and are doing so without authorization and in violation of plaintiffs' trademark rights;
6. Defendants represent and warrant that the only persons or entities which have ever supplied accused products to Defendants are Bonjour Retail Stores: Sai Yeung Choi Street South Mongkok Hong Kong 2466 6918; 240-244 Portland Street Kowloon Hong Kong 2397 2890;
7. Defendants represent and warrant that they neither registered the DHC Brand Store on www.amazon.com nor instructed anyone to register the DHC Brand Store on their behalf. In the event of a breach of the foregoing representation and warranty, Defendants shall be liable to Plaintiffs in the amount of Twenty-Thousand United States Dollars (U.S. \$20,000) in liquidated damages.
8. Defendants and their partners, officers, agents, servants, employers, owners, representatives, and all other persons, firms, or corporations in active concert or participation with them, shall immediately cease and permanently refrain from making (or having made), using, importing, offering for sale, or selling anywhere any (1) Accused Products, (2) any products manufactured by DHC Japan or DHC USA, (3) any products bearing the DEEP CLEANSING OIL word mark or the DEEP CLEANSING OIL design mark, or (4) any products bearing any DHC Japan or DHC USA trademarks;

- 1 9. Defendants shall pay to Plaintiffs the amount of Twenty Thousand United States
2 Dollars (US \$20,000) to be paid in five (5) equal monthly installments of \$4,000
3 (each, a "Monthly Payment"), with the first payment being due on October 1,
4 2015, and the remaining four (4) payments being due on the first day of each
5 month thereafter.
- 6 10. If Defendants fail to timely make a monthly payment, Plaintiffs may give written
7 notice thereof to Defendants (each, a "Payment Default Notice") at the following
8 e-mail address: lindavistanestbeauty@gmail.com. Defendants will have three (3)
9 days after receipt of a Payment Default Notice within which to cure the
10 applicable payment failure by delivery to Plaintiffs of the required Monthly
11 Payment. In the instance that Defendants fail to make payment within three (3)
12 days of receipt of a Payment Default Notice, the balance of the total amount of
13 Twenty Thousand United States Dollars (US \$20,000) will be immediately due
14 and owing to Plaintiffs.
- 15 11. Pursuant to Federal Rule of Civil Procedure 54(b), there is no just reason for
16 delay of judgment as to Defendants.
- 17 12. The Consent Judgment shall be enforceable upon entry. The Parties hereby
18 waive findings of fact, conclusions of law, a statement of decision, and any right
19 to set aside the Consent Judgment, appeal therefrom, seek a new trial, or
20 otherwise contest the validity of the Consent Judgment;

1 13. This Court shall retain jurisdiction to enforce the terms of the Parties' settlement
2 agreement and to resolve any disputes regarding compliance with the Consent
3 Judgment for **NINETY DAYS** after the case is closed. The Court will also retain
4 jurisdiction with respect to Plaintiffs' claims against John Does 1–10, which are
5 not dismissed or otherwise affected by this Consent Judgment and shall be
6 ongoing. Each party shall bear its own fees and costs.

7
8 **IT IS SO ORDERED.**

9
10 Dated: October 6, 2015.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE